

REMARKS

Favorable reconsideration of the application is respectfully requested in light of the amendments and remarks herein.

Upon entry of this amendment, claims 1-20 and 39 will be pending. Claim 39 has been withdrawn. By this amendment, claims 1, 10, and 15 have been amended. No new matter has been added.

§112 Rejection of Claims 1-20

In Sections 7 and 8 of the Office Action dated January 31, 2008 ("the Office Action"), claims 1-20 stand rejected under 35 U.S.C. §112, second paragraph as being indefinite. Claims 1, 10, and 15 have been amended.

Claim 1 has been amended to address the rejection described in Section 7a.

In Section 7c, the Office Action states that claim 15 is confusing. Although claim 15 has been amended to clarify the language, Applicants explain here the apparent misunderstanding by the Examiner regarding discrete and bound instances (in Section 7c, as well as in later sections), and how a discrete instance can be transformed into a bound instance. Paragraphs [0032] and [0033] of the publication are recited here:

[0032] As discussed below, an instance that is compliant with hub network operation is in one of two exclusive states: discrete or bound. A discrete instance is *independent of any hub network and can be played or presented through any compliant device (according to the license of the discrete instance)*. However, a compliant device cannot make a usable copy of a discrete instance. A discrete instance includes locked content data and a discrete license. The locked content data of the discrete instance is referred to as the "discrete version" of the locked content data. The locked content data is locked by being protected from

unauthorized access, such as by encryption. A bound instance is *bound to one hub network*. The bound instance is one logical instance represented by locked content data and corresponding licenses stored on the server of the hub network and on zero or more of the clients of the hub network. The locked content data stored by the server is the source for copies of the content data in the hub network and is the "source version." Copies of the source version content data are stored on clients and are "sub-copy versions" (though some or all of the data in the discrete version, the source version, and/or any of the sub-copy versions can be the same). A bound instance *can only be played or presented through a compatible compliant device that is a member of that hub network*. Members of that hub network can make sub-copies of the content data of a bound instance.

[0033] A server device can change the state of a discrete instance from discrete to bound, *disabling the discrete instance and enabling a bound instance*. A *disabled instance is rendered unusable* (e.g., through deletion or encryption of the content data of the instance or disabling the license(s) for the instance).

(emphasis added)

In summary, the discrete instance is an instance of content data that is independent of any hub network, and can be played or presented through any compliant device (according to the license of the discrete instance). In some cases, the content data can be locked by being protected from unauthorized access, such as by encryption. The bound instance is an instance of content data that is bound to one hub network, and can only be played or presented through a compatible compliant device that is a member of that hub network. A server device can change the state of a discrete instance from discrete to bound, disabling the discrete instance and enabling a bound instance. The disabled instance is rendered unusable, for example, through deletion or encryption of the content data.

Regarding the rejection of claim 15, it is true that one form of rendering the discrete instance unusable ("disabling the discrete instance") is to encrypt the content data. However,

the reverse is not necessarily true. That is, it is not necessarily true that the discrete instance that is not disabled cannot be encrypted. As was explained above in Paragraphs [0032] and [0033], when the discrete instance of the content data is disabled, only the discrete instance of the content data is either encrypted or deleted (creating locked content data). Further, when the discrete instance is disabled, the bound instance of the content data is enabled by using the locked content data stored by the server as the source for copies of the content data in the hub network. This bound instance of the content data is the "source version."

In Section 8, the Office Action states that claims 10-13 are rejected for being incomplete. Although claim 10 has been amended to clarify the language, Applicants respectfully disagree with the Examiner. The Examiner states that claim 10 shows that one or more devices have been revoked, but the actual revocation step(s) is/are missing. As amended, claim 10 only states that a revocation list includes one or more revoked devices. Since the limitation of claim 10 is referring to a revocation list, the actual revocation step is not needed in this claim.

Accordingly, it is submitted that the rejection of claims 1-20 based upon 35 U.S.C. §112, second paragraph has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§102 Rejection of Claims 1-10 and 13-20

In Section 10 of the Office Action, claims 1-10 and 13-20 stand rejected under 35 U.S.C. §102(e) as being anticipated by Chase Jr. *et al.* (U.S. Patent Application No. 2003/0187801; hereinafter referred to as "Chase").

Regarding the rejection of claim 1, Section 11 of the Office Action specifically rejects following relevant limitations (as amended):

1) “disabling said discrete version and enabling a bound instance to bind said content to said hub network”

- the Office Action rejects this limitation by stating that encrypting the content would make it disabled until the correct key is applied.

- assuming arguendo that Chase’s encryption of the content reads on “disabling said discrete version”, Chase still fails to disclose that a bound instance is enabled to bind the content to the hub network.

2) “creating a source version of said content stored on said server, wherein said source version includes source locked content data”

- the Office Action rejects this limitation by stating that the server 22 in [0118] of Chase is the distribution source for the source version.

- this rejection fails to take into account the definition of a source version clearly stated in the Specification. That is, once the discrete instance is disabled and the bound instance is enabled, the locked content data stored by the server is used as the source for copies of the content data in the hub network and is used as the "source version." In this regard, it cannot be argued that the server 22 of Chase is the source for the “source version”, which includes “source locked content data”

Regarding the rejection of claim 5, Section 15 of the Office Action states that the limitation of claim 5 is shown in Paragraphs [0214]-[0220] of Chase. According to other sections of the Office Action, the root license is disclosed as being equivalent to the private root key (PR-R) in [0213] of Chase and the discrete license is disclosed as being equivalent to element 16 in Figure 8 of Chase. However, Paragraphs [0214]-[0220] of Chase do not show that the private root key (PR-R) is created according to the license 16. Instead, Paragraph [0217] seems to indicate that the license 16 is created using “the certificate from the root entity (CERT (PU-LS) S (PR-R)).”

Regarding the rejection of claim 6, Section 16 of the Office Action states that the limitation of claim 6 is shown in Paragraph [0016] of Chase. However, Paragraph [0016] of Chase merely states the “user should not be able to decrypt and render the encrypted digital content without obtaining such a license from the license server. The obtained license is stored in a license store in the user's computing device.” As mention above, after disabling the discrete version, the discrete locked content data needs to be decrypted in order to create the source version. See Paragraph [0032] of the publication. Therefore, Chase does not disclose that the server will decrypt the discrete locked content data after disabling the discrete version.

Regarding the rejection of claim 8, Section 18 of the Office Action states that the limitation of claim 8 is shown in Paragraph [0080] of Chase. However, Paragraph [0080] of Chase states that “in one embodiment of the present invention, the content server 22 distributes or otherwise makes available for retrieval the packages 12p produced by the authoring tool 18. Such packages 12p may be distributed as requested by the content server 22

by way of any appropriate distribution channel without departing from the spirit and scope of the present invention. For example, such distribution channel may be the Internet or another network, an electronic bulletin board, electronic mail, or the like. In addition, the content server 22 may be employed to copy the packages 12p onto magnetic or optical disks or other storage devices, and such storage devices may then be distributed.” Section 11 of the Office Action seems to equate the discrete version of the content to element 12p in Figure 1 of Chase. However, Paragraph [0080] in conjunction with Figure 1 seems to indicate that it is the discrete version (i.e., element 12p) that is stored in the server. Paragraph [0080] of Chase does not disclose any element that may represent the source locked content data.

Regarding the rejection of claim 10, Section 20 of the Office Action states that the limitation of claim 10 is shown in Paragraph [0279] of Chase. However, Paragraph [0279] of Chase merely states that “content revocation is achieved by disabling all licenses 16 issued to a user's computing device 14 for the content 12. Since the DRM system 32 on the computing device 14 acts based on received licenses 16, the content revocation is delivered within such a license 16. Upon storage of a license 16 containing a content revocation on the computing device 14, the DRM system 32 recognizes the content revocation within the license 16, validates the content revocation, and stores same in the secure state store 40 under the public key of the content server 22 (PU-CS). Importantly, each future evaluation of a license 16 considers all content revocations stored in the state store and determines whether such license 16 is bound to content 12 that has been disabled according to a particular content revocation. If so, the license 16 refuses to allow rendering of the content 12.” This paragraph of Chase merely mentions a content revocation. By contrast, claim 10 states that the “discrete version

has a corresponding revocation list of one or more revoked devices, wherein a revoked device is a device with an authorization to participate in a hub network that has been revoked.”

Thus, claim 10 is referring to a revocation list that includes devices that are no longer authorized to participate in a hub network that may include bound content data. Therefore, Chase does not disclose the limitations of claim 10.

Regarding the rejection of claim 13, Section 21 of the Office Action states that the limitation of claim 13 is shown in Paragraph [0306] of Chase. However, Paragraph [0306] of Chase merely states that “To check whether the rendering license 16 should be disabled or otherwise affected based on a revocation string 60 in the secure store, the DRM system 24 extracts the particular (PU-CS) from the header of the rendering license 16 (step 1609), and checks the secure store 40 for any revocation string 60 that has the same particular (PU-CS) associated therewith (step 1611).” The revocation string of Chase in this paragraph cannot be equated to the revocation list since Chase never mentions a list with revoked devices nor does it mention creating a revocation list corresponding to the source version by creating a copy of the revocation list corresponding to the discrete version.

Based on the foregoing discussion, claims 1, 5, 6, 8, 10, and 13 should be allowable over Chase. Further, since claims 2-4, 7, 9, and 14-20 depend from claim 1, claims 2-4, 7, 9, and 14-20 should also be allowable over Chase.

Accordingly, it is submitted that the rejection of claims 1-10 and 13-20 based upon 35 U.S.C. §102(e) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

§103 Rejection of Claims 11 and 12

In Section 30 of the Office Action, claims 11 and 12 stand rejected under 35 U.S.C. §103(a) as being unpatentable over Chase.

Regarding the rejection of claim 11, Section 31 of the Office Action states that the revocation of user's license is shown in Paragraph [0306] of Chase. However, by contrast, the limitation of claim 11 is directed to a revocation list that includes devices that are no longer authorized to participate in a hub network. Chase does not disclose a revocation list that includes devices that are no longer authorized to participate in a hub network. Further, the applicants respectfully disagree with the Examiner that a person of ordinary skill in the art would be able to modify the teachings of Chase to include "checking whether said server is in said revocation list before disabling said discrete version and creating said source version."

Regarding the rejection of claim 12, Section 33 of the Office Action states that the revocation list is shown in Paragraph [0308] of Chase. However, Paragraph [0308] of Chase merely states that "the DRM system 32 thereafter processes the revocation script within the revocation string 60 to perform whatever action the revocation script requires (step 1617). As was disclosed above, processing the revocation script may result in merely disabling the rendering license 16, disabling the rendering license 16 upon certain conditions, adding or modifying state information with regard to the rendering license 16, etc." Again, the revocation script or revocation string only mentions revocation or disabling of the rendering license, not the revoked devices. Further, the applicants respectfully disagree with the Examiner that a person of ordinary skill in the art would be able to modify the teachings of Chase to include "updating a server revocation list stored by said server according to said

revocation list of said discrete version; and checking whether said server is in said server revocation list before disabling said discrete version and creating said source version.”

Accordingly, it is submitted that the rejection of claims 11 and 12 based upon 35 U.S.C. §103(a) has been overcome by the present remarks and withdrawal thereof is respectfully requested.

Conclusion

In view of the foregoing, applicants respectfully request reconsideration of claims 1-20 in view of the remarks and submit that all pending claims are presently in condition for allowance.

In the event that additional cooperation in this case may be helpful to complete its prosecution, the Examiner is cordially invited to contact Applicant's representative at the telephone number written below.

Please charge any additional fees, including any fees for additional extension of time, or credit overpayment to Deposit Account No. 50-2075.

Respectfully submitted,

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